



Deringer-Ney Inc.
116 Atrium Dr
Suite 100
Vernon Hills, IL 60061
Phone 847.932.6798
Fax 520 629 3356

May 15, 2007

RESPONSE TO Notice of Objection to Claim Thirteenth Omnibus Objection

Re Delphi Case #05-44481(RDD)

Claim number 7836

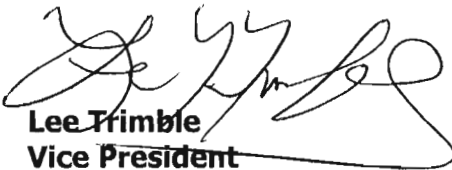
Amount \$82,871.31

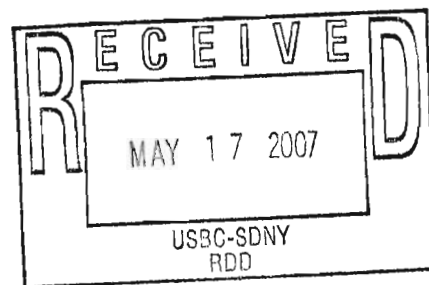
Amroc Investments LLC

**Deringer-Ney Inc(formerly Deringer Mfg Company) sold it's
receivable to Amroc**

**The claim represents numerous invoices, unpaid by Delphi, for shipments of
parts against Delphi P.O.'s by Deringer. The shipments were all in the normal
course of business.**

**We are including with this mailing a complete set of Invoices, Delphi
Purchase Orders, as well as Proof of Delivery.**


**Lee Trimble
Vice President**



Delphi 1796 Pre-Petition balances.xls

<u>Cust.#</u>	<u>Shipper#</u>	<u>PO#</u>	<u>Invoice#</u>	<u>Date</u>	<u>Amount</u>	<u>Paid</u>	<u>Balance</u>
001796	N03399	550023828	000003283N	6/23/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03402	550023828	000003286N	6/23/2005	\$8,253.50	\$7,971.26	\$282.24
001796	N03493	550023828	000003374N	6/28/2005	\$19,808.41	\$11,159.77	\$8,648.64
001796	N03508	550023828	000003389N	6/29/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03560	550023828	000003441N	7/1/2005	\$17,332.36	\$16,739.65	\$592.71
001796	N03611	550023828	000003485N	7/5/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03627	550023828	000003501N	4/6/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03645	550023828	000003516N	7/7/2005	\$11,554.91	\$11,159.77	\$395.14
001796	N03663	550023828	000003529N	7/8/2005	\$5,777.45	\$5,579.88	\$197.57
001796	N03709	550023828	000003573N	7/12/2005	\$25,585.86	\$24,710.92	\$874.94
001796	N03710	550069680	000003574N	7/12/2005	\$2,188.29	\$1,546.44	\$641.85
001796	N03768	550023828	000003627N	7/14/2005	\$17,332.36	\$16,739.65	\$592.71
001796	N03851	550069681	000003702N	7/20/2005	\$7,945.06	\$3,939.71	\$4,005.35
001796	N03866	550023828	000003717N	7/21/2005	\$20,633.76	\$19,928.16	\$705.60
001796	N03873	550069680	000003724N	7/21/2005	\$6,564.86	\$0.00	\$6,564.86
001796	N03953	550023828	000003799N	7/26/2005	\$37,140.77	\$35,870.69	\$1,270.08
001796	N03954	550069680	000003800N	7/26/2005	\$5,470.72	\$0.00	\$5,470.72
001796	N04023	550069681	000003866N	7/29/2005	\$2,648.35	\$0.00	\$2,648.35
001796	N04024	550069680	000003867N	7/29/2005	\$18,600.45	\$0.00	\$18,600.45
001796	N04080	550023828	000003914N	8/2/2005	\$33,014.02	\$31,885.06	\$1,128.96
001796	N04081	550069680	000003915N	8/2/2005	\$6,564.86	\$0.00	\$6,564.86
001796	N04135	550023828	000003964N	8/4/2005	\$33,014.02	\$31,885.06	\$1,128.96
001796	N04210	550069681	000004028N	8/9/2005	\$2,648.35	\$0.00	\$2,648.35
001796	N04211	550037091	000004029N	8/9/2005	\$2,795.59	\$0.00	\$2,795.59
001796	N04212	550023828	000004030N	8/9/2005	\$41,267.52	\$39,856.32	\$1,411.20
001796	N04304	550037091	000004119N	8/12/2005	\$1,597.48	\$0.00	\$1,597.48
001796	N04326	550069680	000004140N	8/15/2005	\$7,659.01	\$0.00	\$7,659.01
001796			CM-0000366	9/9/2005	-\$797.13	\$0.00	-\$797.13
001796			CM-0000367	9/9/2005	-\$9,984.24	\$0.00	-\$9,984.24
001796			CM-0000373	9/13/2005	-\$27,556.51	\$0.00	-\$27,556.51
001796	N04905	550023828	000004656N	9/14/2005	\$34,664.72	\$33,479.31	\$1,185.41
001796	N05024	550023828	000004757N	9/21/2005	\$23,109.81	\$22,319.54	\$790.27
001796	N05079	550023828	000004797N	9/23/2005	\$28,887.26	\$0.00	\$28,887.26
001796	N05150	550037091	000004873N	9/27/2005	\$3,993.70	\$0.00	\$3,933.70
001796	N05151	550069681	000004874N	9/27/2005	\$7,415.39	\$0.00	\$7,415.39
001796	N05170	550023828	000004877N	9/28/2005	\$23,109.81	\$0.00	\$23,109.81
001796	N05207	550069680	00004924N	9/29/2005	\$7,659.01	\$7,515.65	\$143.36
001796	N05029	550023828	000004926N	9/29/2005	\$11,554.91	\$11,159.77	\$395.14
001796			CM-0000438	10/4/2005	-\$23,913.79	\$0.00	-\$23,913.79
001796			CM-0000441	10/6/2005	-\$935.66	\$0.00	-\$935.66
001796						Total	\$80,679.19
001796							



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Please remit to:
Deringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Invoice No 000003283N

Customer 001796

Duplicate Copy

Bill to :

**DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA**

**SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	06/23/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	2535320103 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03399 Ship Date: 06/23/2005 BOL No. 1052 NEY Part No.012793		9,408.00000	1.22820	11,554.91
Frm			Total Item Price		11,554.91
Please pay balance due by Saturday July 23, 2005.			Shipping		0.00
Late Payment charge maybe deducted if paid within Terms.			Insurance		0.00
			Total Inv Price		\$ 11,554.91
			Amount Paid		\$ 11,159.77
			Balance Due		\$ 395.14
			Late Charge		\$ 369.76
			Total Due w/ late Charge		\$ 764.90

Please pay balance due by Saturday July 23, 2005.

Late Payment charge maybe deducted if paid within Terms.

CUSTOMER COPY

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828
Version
03/16/2004 14:44:24

Date Issued
01/08/2003

Item No. Material No. Description Plant

RECEIVED
MAR 22 2004
15:55:15

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828
Version
03/16/2004 14:44:24

Date Issued
01/08/2003

RECEIVED
MAR 22 2004

Item No.	Material No. Description	Plant
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Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, seller's price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam



**CENTRAL
TRANSPORT**
Pro Number

010-129953-6

Central Transport Delivery Receipt

Ship Date 06/23/05	
Pieces 4	Weight 474
Reference Number	
Org 010	DC 799
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:

DELPHI C
32 CELERITY WAGON ST
EL PASO, TX 79906

Shipper:

DERINGER-NEY INC
NEW INDUSTRIAL PARK
BLOOMFIELD, CT 06002

Special Instructions

Delivery Trailer: 47-0621

Shipper COD Amount
0.0000

(Handwritten: 4745)

DERINGER-NEY INC.

010-129953-6

SHIPMENT

SHIP TO: DELPHI C, 32 CELERITY WAGON ST, EL PASO, TX 79906

FROM: DERINGER-NEY INC, NEW INDUSTRIAL PARK, BLOOMFIELD, CT 06002

DATE: 6/23/05

SHIPPER NO: 1052

CONSIGNEE NO: 47-0621

SHIPMENT NO: 05002 15

SHIPMENT TYPE: B/L

SHIPMENT STATUS: SHIPPED

SHIPMENT WEIGHT: 474

SHIPMENT PIECES: 4

SHIPMENT SCAC: CTII

SHIPMENT DC: 799

SHIPMENT ORG: 010

SHIPMENT DATE: 06/23/05

SHIPMENT TIME: 15:30

SHIPMENT LOCATION: EL PASO, TX

SHIPMENT STATUS: SHIPPED

SHIPMENT WEIGHT: 474

SHIPMENT PIECES: 4

SHIPMENT SCAC: CTII

SHIPMENT DC: 799

SHIPMENT ORG: 010

SHIPMENT DATE: 06/23/05

SHIPMENT TIME: 15:30

SHIPMENT LOCATION: EL PASO, TX

Stamp / Sign Here

Firm Delphi

By M. Mink
Shipment received in good order

Pieces Received 36 BX

Driver J. J. J. Date 6/30/05

Arrive Time 5:00 PM Depart Time 7:00 PM

Pro Number

010-129953-6



Additional Delivery Services Requested

- ☐ Inside Delivery \$70.00 ☐ Sort - Segregate \$90.00 ☐ Driver Delay \$75.00
☐ Residential Delivery \$50.00 ☐ Liftgate \$90.00 ☐ Redelivery \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____ Date _____

Internal Use Only

And Type of Container _____

Part # _____

Qty. of Pcs Affected _____

Desc. _____

Skids _____

Date _____ Location _____



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Please remit to:
Deringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Invoice No 000003286N

Customer 001796

Duplicate Copy

Bill to :

**DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA**

**SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065
32 CELERTY WAGON
EL PASO, TX 79906
USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	06/23/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201103 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03402 Ship Date: 06/23/2005 BOL No. 1052 NEY Part No.012793		6,720.00000	1.22820	8,253.50
Frm			Total Item Price		8,253.50
Please pay balance due by Sunday July 24, 2005.			Shipping		0.00
Late Payment charge maybe deducted if paid within Terms.			Insurance		0.00
			Total Inv Price		\$ 8,253.50
			Amount Paid		\$ 7,971.26
			Balance Due		\$ 282.24
			Late Charge		\$ 264.11
			Total Due w/ late Charge		\$ 546.35

CUSTOMER COPY



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone: 860-242-2281
Fax: 860-242-5688
Billing Inquiry: 847-566-4100
www.DeringerNey.com

Pg 8 of 30

Shipping List N03402


Customer No/Ship To: 001796-0001
Sales Order Shipper



DERINGER-NEY INC.
Ney Inc.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK
CISCO 34065
32 CELERITY WAGON
EL PASO TX 79906
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	FOB
06/23/2005	550023828	000564-01	10	130.00	CENTRAL TRANSPORT	1052	OUR PLANT
Item	Part / Description / Details					Ship Qty	
000001	25353201103 000 U/M EA SO Item 1, Release 068 WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY NEY Part No. 012793 NEY Inc.  11/07/2005 Q A Supervisor					6,720.00000	
	Lot/SN(s) 45724GRD240 Qty 5376.00000 45724GRD241 Qty 1344.00000						
	SHIP VIA CENTRAL TRANSPORT THIRD PARTY FREIGHT BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9115					Total 6,720.00000	

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA
AVENIDA DE LAS INDUSTRIAS 4909
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS
31110
MEXICO

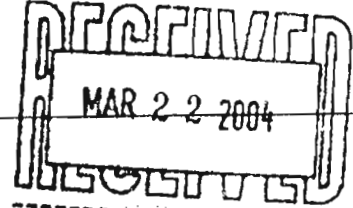
DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Version
03/16/2004 14:44:24

Date Issued
01/08/2003



Vendor No: 1008126

DUNS No: 005073895

Payment Terms: ZM12 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collect

Item No.	Material No. Description	Plant			
00010	25353201 WIPER ASM-FUEL LVL SEN WIPER ASM-FUEL LVL SEN ***THIS AMENDMENT EXTENDS ITEM*** ***THIS AMENDMENT CHANGES VALIDITY & PRICE***	HT01 DELPHI E & C CHIHUAHUA			
Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

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03/16/2004 14:44:24

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Description

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MAR 22 2004

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An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

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DELPHI

Energy & Chassis Systems

Page 3 of 3

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Notes Continued:

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If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

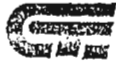
Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

LWU # 3286N



**CENTRAL
TRANSPORT**
Pro Number

010-129953-6

Central Transport Delivery Receipt

Ship Date 06/23/05	
Pieces 4	Weight 474
Reference Number	
Org 010	DC 799
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:
DELPHI C
32 CELERITY WAGON ST
EI PASO, TX 79906

Shipper:
DERINGER-NEY INC
NEY INDUSTRIAL PARK
BLOOMFIELD, CT 06002

Special Instructions
Delivery Trailer: 47-0621
Shipper COD Amount
0.0000

DERINGER-NEY INC
NEY INDUSTRIAL PARK
BLOOMFIELD, CT 06002

SHIPMENT
CTII

010-129953-6

DELPHI C
32 CELERITY WAGON ST
EI PASO, TX 79906

SHIPPER'S CERTIFICATE OF ORIGIN
I hereby certify that the above described goods are the property of the shipper and are being shipped to the consignee for the purpose of sale or other disposition.

SHIPPER'S SIGNATURE
DATE

CONSIGNEE'S SIGNATURE
DATE

INTERNAL USE ONLY
And Type of Container
Part #
Qty. of Pcs Affected

Desc.
Skids
Date
Log#

Stamp / Sign Here

Firm Delphi

By m mull
Shipment received in good order

Pieces Received 36 BX

Driver J. J. J. Date 6/30/05

Arrive Time 5:00 PM Depart Time 6:00 PM

Pro Number

010-129953-6

Additional Delivery Services Requested

- ☐ Inside Delivery \$70.00 ☐ Sort - Segregate \$90.00 ☐ Driver Delay \$75.00
☐ Residential Delivery \$50.00 ☐ Liftgate \$20.00 ☐ Redelivery \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____ Date _____

Internal Use Only

And Type of Container _____

Part # _____

Qty. of Pcs Affected _____

Desc. _____

Skids _____

Date _____

Log# _____

Invoice No 000003374N

Customer 001796

Duplicate Copy



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Please remit to:
Deringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Ney Inc.

Bill to :

DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA

SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA

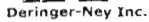
Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	06/28/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201103000U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03493 Ship Date: 06/28/2005 BOL No. 1068 NEY Part No.012793		9,408.00000	1.22820	11,554.91
000002	25353201103000U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03493 Ship Date: 06/28/2005 BOL No. 1068 NEY Part No.012793		6,720.00000	1.22820	8,253.50
Frm Please pay balance due by Thursday July 28, 2005. Late Payment charge maybe deducted if paid within Terms.			Total Item Price		19,808.41
			Shipping		0.00
			Insurance		0.00
			Total Inv Price		\$ 19,808.41
			Amount Paid		\$ 11,159.77
			Balance Due		\$ 8,648.64
			Late Charge		\$ 633.87
			Total Due w/ late Charge		\$ 9,282.51

CUSTOMER COPY



Shipping List

N03493

DN

DERINGER-NEY INC.
Ney Inc.

[illegible]



Deringer-Ney Inc.

Ney Inc.

Ney Industrial Park

Bloomfield, CT 06002-3619 USA

Phone.....: 860-242-2281

Fax.....: 860-242-5688

Billing Inquiry.....: 847-566-4100

www.DeringerNey.com

Customer No/Ship To: 001796-0001

Sales Order Shipper

Shipper has not
been confirmed!DERINGER-NEY INC.
Ney Inc.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK
CISCO 34065
32 CELERITY WAGON
EL PASO TX 79906
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	F O B
06/28/2005	550023828	000564-01	24	310.00	CENTRAL TRANSPORT	1068	OUR PLANT
Item	Part / Description / Details						Ship Qty
	SHIP VIA CENTRAL TRANSPORT THIRD PARTY FREIGHT BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9115						Total 16,128.00000

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA
AVENIDA DE LAS INDUSTRIAS 4909
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS
31110
MEXICO

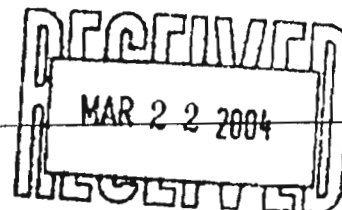
DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Date Issued
01/08/2003

Version
03/16/2004 14:44:24



Vendor No: 1008126
DUNS No: 005073895

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB Freight Collect

Item No.	Material No.	Plant
Description		

00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN
WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Date Issued
01/08/2003

Version
03/16/2004 14:44:24

DECLINED
MAR 22 2004

Item No. Material No.
Description

Plant

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828
Version
03/16/2004 14:44:24

Date Issued
01/08/2003

RECEIVED
MAR 22 2004

Item No.	Material No. Description	Plant
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Notes Continued

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

LN# 3374N

This is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in Ink, in Indelible Pencil, or in Carbon, and retained by the Agent

Shipper No. **1068**

Carrier No. **6/28/05**

Date **6/28/05**

TO: Consignee **DELPHI C - CHIHUAHUA CROSS DOCK** FROM: Shipper **DERINGER-NEY INC**
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1
Street **1550 34065** Street **NEY INDUSTRIAL PARK (860) 242-228**
Destination **32 CUMMINS WAGON CODE** Origin **BLOOMFIELD, CT** Zip Code **06002 U**

Route **02 PMSO TX 79506** Vehicle Number
No. Shipping Units **2** Kind of Packaging, Description of Articles, Special Marks and Exceptions **2 pallets inspect item (Noro) (KAO-243, 244)** Weight (Subject to Correction) **310 lbs** RATE CHARGES

BILL THIRD PARTY:
DELPHI C (34065)
c/o DATA 2 LOGISTICS
P.O. BOX 9115
NORWOOD, MA 02062-9115



010-129973-4

REN
C.O.
ADE

Lineart C.C. Q.B. PE-ATTD

B/L

C.O.D. FEE:
PREPAID \$
COLLECT \$

TOTAL CHARGES: \$

Note: Where the rate is dependent on specific conditions, the carrier or declared value of the property.

shipp **SKD** **LSE CTN** **DRM** **BUN** ☐ **SWAC**
CRTS **BSKT** **RCK** **TOTE** ☐ **SL & C**
SWS-OF **CTN** **SWS-STC** **CTN**

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement.
The carrier shall not make delivery of this shipment without payment of freight and all other charges.

FREIGHT CHARGES

FREIGHT PREPAID Check Box if Charges are to be checked ☐ **COLLECT**

(Signature of Consignor)

OTHER **SHIP. INIT.**
Subject to NMFC 100/CTH-100 and 49 USC 14705 and DOT 49 CFR 370

Shopper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **DERINGER-NEY INC.**

CARRIER

PER

PER

*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

[Handwritten Signature]
628 (2005) 2
DATE

Invoice No 000003441N



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DoringerNey.com

Please remit to:
Doringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Customer 001796

Duplicate Copy

Bill to :

**DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA**

**SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK**

**CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA**

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/01/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03560 Ship Date: 07/01/2005 BOL No. 1468 NEY Part No.012793		14,112.00000	1.22820	17,332.36
	Frm		Total Item Price		17,332.36
	Please pay balance due by Sunday July 31, 2005.		Shipping		0.00
	Late Payment charge maybe deducted if paid within Terms.		Insurance		0.00
			Total Inv Price		\$ 17,332.36
			Amount Paid		\$ 16,739.65
			Balance Due		\$ 592.71
			Late Charge		\$ 554.64
			Total Due w/ late Charge		\$ 1,147.35

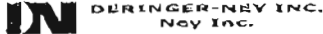
CUSTOMER COPY



NEY Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone: 860-242-2281
Fax: 860-242-5688
Billing Inquiry: 847-566-4100
www.DeringerNey.com

Shipping List No 3560
Pg 21 of 30

Customer No/Ship To: 001796-0001
Sales Order Shipper



Ship to : DELPHI C -CHIHUAHUA CROSS DOCK
CISCO 34065
32 CELERITY WAGON
EL PASO TX 79906
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	FOB
07/01/2005	550023828	000564-01	21	265.00	CENTRAL TRANSPORT	1468	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	25353201\03 000 U/M EA SO Item 1, Release 072 WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY NEY Part No. 012793 						

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA
AVENIDA DE LAS INDUSTRIAS 4909
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS
31110
MEXICO

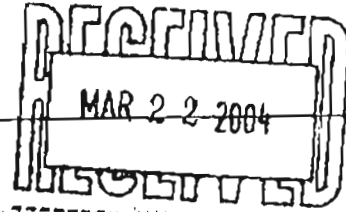
DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Date Issued
01/08/2003

Version
03/16/2004 14:44:24



Vendor No: 1008126

DUNS No: 005073895

Payment Terms: 2/2N2N Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB- Freight Collect

Item No.	Material No.	Description	Plant
----------	--------------	-------------	-------

00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN
WIPER ASM-FUEL LVL SEN

THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Date Issued
01/08/2003

Version
03/16/2004 14:44:24

Item No. Material No.
Description

Plant

RECEIVED
MAR 2 2 2004
150715

Notes Continued

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # ---

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number

550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

RECEIVED
MAR 22 2004

Item No.	Material No. Description	Plant
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Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Date 7/1/05

(SCAC

Vehicle
Number

② SKD LSE CTN DRM BLN ☐ SWAC
CRTS BSKT RCK TOTE ☐ SL & C

SWS-OF CTN SWS-STC CTN

OTHER _____ SHIP. INIT. _____
Subject to NMFC 100/CTII-100 and 40 USC 14700 and DDT 40 CFR 370

FREIGHT PREPAID ☒ Check Box II
except when box ☐ Charges Bro to be
at right is ☐ COLLECT
checked ☒

(Signature of Consignor)

RECEIVED, subject to the classification and terms in major on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of, said property overall or any portion of said route in destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

CARRIER

PEA

PEA

*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

Invoice No 000003485N



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Please remit to:
Deringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Customer 001796

Duplicate Copy

Bill to :

DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA

SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA

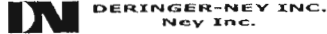
Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/05/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201103 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03611 Ship Date: 07/05/2005 BOL No. 1431 NEY Part No.012793		9,408.00000	1.22820	11,554.91
	Frm Please pay balance due by Friday August 5, 2005. Late Payment charge maybe deducted if paid within Terms.		Total Item Price Shipping Insurance Total Inv Price Amount Paid Balance Due Late Charge Total Due w/ late Charge		11,554.91 0.00 0.00 \$ 11,554.91 \$ 11,159.77 \$ 395.14 \$ 369.76 \$ 764.90

CUSTOMER COPY



Page # 1

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA
AVENIDA DE LAS INDUSTRIAS 4909
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS
31110
MEXICO

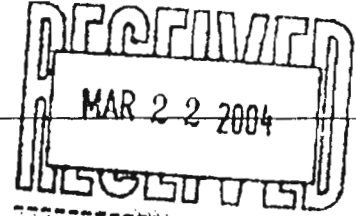
DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Date Issued
01/08/2003

Version
03/16/2004 14:44:24



Vendor No: 1008126

DUNS No: 005073895

Payment Terms: ZM2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Breight Collect

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN
WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48068-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number

550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

Item No. Material No.
Description

Plant

MAR 22 2004

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # ---.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828
Version
03/16/2004 14:44:24

Date Issued
01/08/2003

RECEIVED
MAR 22 2004

Item No.	Material No. Description	Plant
----------	-----------------------------	-------

Notes Continued

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, seller's price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jib

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

As is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in Indelible Pencil, or in Carbon, and retained by the Agent

Shipper No. **1431**

Carrier No. _____

Date **7/5/05**

CENTRAL TRANSPORT

(Name of Carrier)

(SCAC)

To: Consignee **MORPHIC-CMHAJAHUA CROSS DOCK** FROM: Shipper **DERINGER-NEY INC.**
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1
Street **1150 34065** Street **NEY INDUSTRIAL PARK (860) 242-2281**
Destination **32 COUNTRY WAGON** Code _____ Origin **BLOOMFIELD, CT** Zip Code **06002 USA**

No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
1		pallet wiper ASM (115302) (NSL-101)	80 lbs		
1		pallet wiper ASM (115302) (NSL-101)	120 lbs		
1		pallet wiper ASM (115302) (NSL-101)	180 lbs		
			380 lbs		

BILL THIRD PARTY:
DELPHI C (34065)
c/o DATA 2 LOGISTICS
P.O. BOX 9115
NORWOOD, MA 02062-9115

REMIT C.O.D. ADD	010-129998-1	C.O.D. FEE: PREPAID <input type="checkbox"/> COLLECT <input checked="" type="checkbox"/>	TOTAL CHARGES: \$
Special ship	010-129998-1	Subject to Section 7 of the conditions, if this shipment is to be	FREIGHT CHARGES
S	010-129998-1	3 SKD LSE CTN DRM BUN SWAC	T. PREPAID: Check Box if Charges are to be
	010-129998-1	CRTS BSKT RCK TOTE SL & C	<input checked="" type="checkbox"/> COLLECT
	010-129998-1	SWS-OF CTN SWS-STC CTN	

RECEIVED, subject to the classifications and tariffs in effect on the date of the of contents of packages unknown), marked, consigned, and destined as indicated in possession of the property under the contract) agrees to carry to its usual place mutually agreed as to each carrier of at or any of, said property overall or any part, be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **DERINGER-NEY INC.** CARRIER **Central Transport**
PER **PS (3 PIES) 2**
*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

Invoice No 000003501N



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Please remit to:
Deringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Customer 001796

Duplicate Copy

Bill to :

DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA

SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA

Phone (915)783-4700

Fax (915)783-4737

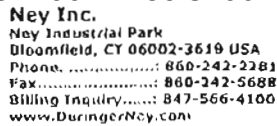
Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023825	07/06/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201103	000 U/M EA	9,408.00000	1.22820	11,554.91
	WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03627 Ship Date: 07/06/2005 BOL No. 1434 NEY Part No.012793				
	Frm			Total Item Price	11,554.91
				Shipping	0.00
				Insurance	0.00
				Total Inv Price	\$ 11,554.91
				Amount Paid	\$ 11,159.77
				Balance Due	\$ 395.14
				Late Charge	\$ 369.76
				Total Due w/ late Charge	\$ 764.90

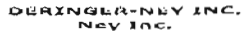
Please pay balance due by Friday August 5, 2005.

Late Payment charge maybe deducted If paid within Terms.

CUSTOMER COPY



Customer No/Shlp To: 001796-0001
Sales Order Shipper



Salesman: 003

CUSTOMER COPY

DELPHI

Energy & Chassis Systems

Page 1 of 3

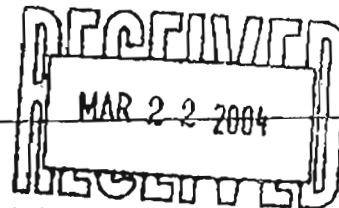
Buyer:
Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:
DELPHI E & C - CHIHUAHUA
AVENIDA DE LAS INDUSTRIAS 4909
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS
31110
MEXICO

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4443

Requirements Contract

PO Number 550023828 Date Issued 01/08/2003
Version 03/16/2004 14:44:24



Vendor No: 1008126
DUNS No: 005073895

Payment Terms: 2/10, Net 20 Currency: USD
Payment settled on 2nd, 2nd Month
Incoterms: FOB Freight Collect

Item No.	Material No.	Description	Plant
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00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN
WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48098-2815

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number

550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

Item No. Material No.
Description

Plant

MAR 22 2004

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company.

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4148

Requirements Contract

PO Number
550023828
Version
03/16/2004 14:44:24

Date Issued
01/08/2003

RECEIVED
MAR 22 2004

Item No. Material No.
Description

Plant

Notes: Continued

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price, Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam

Pro Number

Central Transport Delivery Receipt

Consignee:

DELPHI C CHIHUAHUA CROSS
32 CELERITY WAGON ST
EL PASO, TX 79908

Shipper:

DERINGER NEY INC
NEY INDUSTRIAL PARK
BLOOMFIELD, CT 06002

Special Instructions
Delivery Trailer: 53-9735
Shipper COD Amount
0.0000

[illegible]

Stamp / Sign Here

Firm Delphe

By M. M. L. R.

Shipment received in good order 2

Pieces Received (14 BX) punctu

Driver V.R.C. / [Signature]

Date 7/12/05

Arrive Time 08:00 AM

Depart Time 09:00 AM

Pro Number

010-129503-9



Additional Delivery Services Requested

<input type="checkbox"/> Inside Delivery	\$70.00	<input type="checkbox"/> Sort - Segregation	\$90.00	<input type="checkbox"/> Driver Delay	\$75.00
<input checked="" type="checkbox"/> Residential Delivery	\$50.00	<input type="checkbox"/> Liftgate	\$90.00	<input type="checkbox"/> Redelivery	\$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____

Internal Use Only

And Type of Container

Part #

Qty. of Pcs Affected

Slip _____ Date _____

Skins

Date: _____

1.094

Invoice No 000003485N



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DorlingNey.com

Please remit to:
Dorling-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Customer 001796

Duplicate Copy

Ney Inc.

Bill to :

DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA

SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/05/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03611 Ship Date: 07/05/2005 BOL No. 1431 NEY Part No.012793		9,408.00000	1.22820	11,554.91
	Frm		Total Item Price		11,554.91
	Please pay balance due by Friday August 5, 2005.		Shipping		0.00
	Late Payment charge maybe deducted if paid within Terms.		Insurance		0.00
			Total Inv Price		\$ 11,554.91
			Amount Paid		\$ 11,159.77
			Balance Due		\$ 395.14
			Late Charge		\$ 369.76
			Total Due w/ late Charge		\$ 764.90

Invoice No 000003485N



Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Please remit to:
Deringer-Ney Inc.
4062 Paysphere Circle
Chicago, IL 60674

Customer 001796

Duplicate Copy

Bill to :

DELPHI ENERGY & ENGINE MGMT
32 CELERTY WAGON
EL PASO TX 79906
USA

SHIPPED TO ADDRESS:
DELPHI C -CHIHUAHUA CROSS DOCK

CISCO 34065
32 CELERTY WAGON
EL PASO TX 79906
USA

Phone (915)783-4700

Fax (915)783-4737

Sales Order: 000564

Customer PO Number	Invoice Date	Terms	FOB	Ship Via	Sales Person
550023828	07/05/2005	NET 30	BLOOMFIELD	CENTRAL TRANSPORT	003
Item	Part / Description / Details		Quantity	Unit Price	Extended Price
000001	25353201\03 000 U/M EA WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY Shipper No. N03611 Ship Date: 07/05/2005 BOL No. 1431 NEY Part No.012793		9,408.00000	1.22820	11,554.91
	Frm		Total Item Price		11,554.91
			Shipping		0.00
			Insurance		0.00
	Please pay balance due by Friday August 5, 2005.		Total Inv Price		\$ 11,554.91
	Late Payment charge maybe deducted if paid within Terms.		Amount Paid		\$ 11,159.77
			Balance Due		\$ 395.14
			Late Charge		\$ 369.76
			Total Due w/ late Charge		\$ 764.90

CUSTOMER COPY

Deringer-Ney Inc.

Ney Inc.
Ney Industrial Park
Bloomfield, CT 06002-3619 USA
Phone.....: 860-242-2281
Fax.....: 860-242-5688
Billing Inquiry.....: 847-566-4100
www.DeringerNey.com

Pg 43

Shipping List

N03611

Customer No/Ship To: 001796-0001


Sales Order Shipper



DERINGER-NEY INC.
Ney Inc.

Ship to : DELPHI C -CHIHUAHUA CROSS DOCK
CISCO 34065
32 CELERITY WAGON
EL PASO TX 79906
USA

Salesman: 003

Ship Date	Customer PO	Sales Order	# of Boxes	Weight	Ship VIA	Bill of Lading	FOB
07/05/2005	550023828	000564-01	14	180.00	CENTRAL TRANSPORT	1431	OUR PLANT
Item	Part / Description / Details						Ship Qty
000001	2535320103 000 U/M EA SO Item 1, Release 073 WIPER ASM (MULTI-BUTTON)NEY D* C729 /NEYORO D GRAY NEY Part No. 012793 NE Y Inc.  11/07/2005 <u>Q A Supervisor</u> Lot/SN(s) 45994GRD250 Qty 9408.00000						9,408.00000
	SHIP VIA CENTRAL TRANSPORT THIRD PARTY FREIGHT BILLING TO: DELPHI C (34065) C/O DATA2LOGISTICS P.O. BOX 9115 NORWOOD, MA 02062-9115						Total 9,408.00000

DELPHI

Energy & Chassis Systems

Page 1 of 3

Buyer:

Delphi Energy & Chassis Systems
5820 Delphi Drive
Troy MI 48098

Deliver to:

DELPHI E & C - CHIHUAHUA
AVENIDA DE LAS INDUSTRIAS 4909
CHIHUAHUA-COMPLEJO IND. NOMBRE DE DIOS
31110
MEXICO

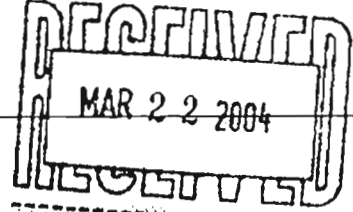
DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828

Date Issued
01/08/2003

Version
03/16/2004 14:44:24



Vendor No: 1008126

DUNS No: 005073895

Payment Terms: ZMN2 Currency: USD

Payment settled on 2nd, 2nd Month

Incoterms: FOB-Freight Collected

Item No.	Material No. Description	Plant
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00010 25353201 HT01 DELPHI E & C CHIHUAHUA

WIPER ASM-FUEL LVL SEN
WIPER ASM-FUEL LVL SEN
THIS AMENDMENT EXTENDS ITEM
THIS AMENDMENT CHANGES VALIDITY & PRICE

Valid From	Valid To	Currency	Price	Price Unit	UOM
08/01/2002	01/31/2003	USD	1,171.00	1,000	PC
02/01/2003	04/30/2003	USD	1,211.00	1,000	PC
05/01/2003	07/31/2003	USD	1,171.00	1,000	PC
08/01/2003	12/31/2003	USD	1,108.00	1,000	PC
01/01/2004	12/31/2004	USD	1,228.20	1,000	PC
01/01/2005	12/31/2005	USD	1,186.20	1,000	PC
01/01/2006	12/31/2006	USD	1,143.20	1,000	PC
01/01/2007	12/31/2007	USD	1,143.20	1,000	PC

This Requirement Contract is for 100% unless otherwise specified.

Notes:

Purchasing Contact: McMillian, Tony

Phone: 248-813-4358

Fax: 248-813-4577

Contact Address:

DELPHI ENERGY & CHASSIS SYSTEMS
5725 Delphi Drive,
TROY MI 48068-2815

Date and Time Printed: 03/16/2004 14:44:24

DELPHI

Energy & Chassis Systems

Page 2 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number

550023828

Version

03/16/2004 14:44:24

Date Issued

01/08/2003

Item No. Material No.
Description

Plant

RECEIVED
MAR 22 2004

Notes Continued:

Title to goods shall transfer from seller to buyer upon arrival at buyer's consuming plant.

This Contract replaces previous contract # --.

As a supplier to Delphi Energy & Chassis you must use a Delphi approved transportation provider when Delphi is paying the bill. If you require assistance or routing instructions please contact Menlo Worldwide Logistics at 800-805-9433. Failure to follow these instructions could result in a charge back to your company

Delphi requires suppliers of productive material be capable of communicating material forecasts, material schedules, shipping notices and associated information through Electronic Data Interchange (EDI). To insure that EDI communications are accurate and effective, each productive material supplier will be required to become EDI Certified by exhibiting their ability to send and/or receive the appropriate EDI messages in accordance with applicable standards prior to providing productive material. EDI Certification will be conducted and coordinated by the EDI Competency organization.

An Internet electronic form alternative solution is intended to provide relief in situations where establishing an in-house EDI capability is a hardship for a supplier providing limited material.

Please refer to Delphi's website: www.delphi.com then Suppliers/Supplier Community Portal / Supplier Standards, for additional information.

Seller acknowledges and agrees that Buyer's General Terms and Conditions are incorporated in, and a part of, this contract and each purchase order, release, requisition, work order, shipping instruction, specification and other document issued by Buyer or accepted in writing by Buyer, whether expressed in written form or by electronic data interchange, relating to the goods and/or services to be provided by Seller pursuant to this contract (such documents are collectively referred to as this "Contract"). A copy of Buyer's General Terms and Conditions is available upon written request to Buyer or via the internet at Delphi's website, delphi.com. Seller acknowledges and agrees that it has read and understands Buyer's General Terms and Conditions. If Seller accepts this Contract in writing or commences any of the work or services which are the subject of this Contract, Seller will be deemed to have accepted this Contract and Buyer's General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications of, or revisions of this Contract (including Buyer's General Terms and Conditions) which Seller proposes will be deemed to be rejected by Buyer except to the extent that Buyer expressly agrees to accept any such proposals in writing.

The term of this contract is for the period(s) of purchase indicated in the line item notes on the face of this contract.

The price(s) for the goods are set forth in the line item notes of this contract. No adjustments will be made for increases in seller's costs, including increases in the costs for labor, material or overload.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce seller's costs, with the understanding that such savings (after financing) will be shared as follows: (i) savings resulting from reduction in the content of the goods shall be for the benefit

DELPHI

Energy & Chassis Systems

Page 3 of 3

DERINGER-NEY INC
1250 TOWN LINE RD
MUNDELEIN IL 60060-4448

Requirements Contract

PO Number
550023828
Version
03/16/2004 14:44:24

Date Issued
01/08/2003

RECEIVED
MAR 22 2004

Item No.	Material No. Description	Plant
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Notes Continued:

of the Buyer; (ii.) If Seller is responsible for the design of the goods, and the price exceeds the price at which Seller was awarded production, all savings shall be for the benefit of Buyer until the price is reduced to the price at the time of award; (iii.) If the price of the product is at or below the price at which Seller was awarded production, 50% of the savings shall be for the benefit of the Buyer and 50% shall be for the benefit of the Seller.

Seller will assure that the goods remain competitive in terms of technology, design and quality with similar goods available to Buyer. However so long as Seller performs its obligation hereunder, sellers price for goods shall not be required to be competitive with prices available to Buyer from others during the first 12 months of the contract. In addition, during this period of pricing, Buyer shall forbear from exercising its rights under paragraph 11 ("termination") of this contract.

If, in the reasonable opinion of the Buyer, the goods do not remain competitive as defined in above, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which other goods are more competitive. If, within (30) days, Seller does not agree to immediately sell the goods with comparable technology, design, quality or, if applicable, at a competitive price. Buyer may terminate this contract and purchase from another supplier without liability to Seller.

Buyer and Seller will cooperate to create, maintain, update, and share technical information about the product and its manufacture, as needed without restriction and in compliance with buyer's drafting and math data standards. In the event Buyer exercises its right to terminate this contract and then makes the goods or purchases the goods from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers for any reason, including any claim for infringement of patents or other proprietary rights, arising from the manufacture, use and sale of the goods or use of the information furnished by Seller to Buyer. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this provision.

02/10/03 - Alteration to change price on Material No. 25353201 (Item 10). kam

07/14/03 - Alteration to change buyer code from Tom Keel to Tony McMillian. jlb

03/16/04 - Alteration to extend Requirements Contract, change price and validity on Material No. 25353201 (Item 10). kam



**CENTRAL
TRANSPORT**
Pro Number

010-129998-1

Ship Date 07/05/05	
Pieces 3	Weight 380
Reference Number	
Org 010	DC 799
Freight Terms Freight Charges Are Collect	
SCAC:	CTII

Consignee:

DELPHI CISCO 34065
32 CELERITY WAGON
EL PASO, TX 79906

Shipper:

DERINGER NEY INC
NEY INDUSTRIAL PARK
BLOOMFIELD, CT 06002

Special Instructions

Delivery Trailer: 47-0621
Shipper COD Amount
0.0000

It is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are proper condition for transportation according to the applicable regulations of the Department of Transportation.
This Shipping Order must be highly filled in, in full, in Indefinite Pencil, or in Carbon, and retained by the Agent

CENTRAL TRANSPORT (Name of Carrier)

Shipper No. **1431**
Carrier No. **75105**
Date **7/5/05**

TO: **DELPHI CISCO 34065** (Name of Consignee)
FROM: **DERINGER NEY INC.**
On Contact on Delivery shipments, the letters "COD" must appear before consignee's name, or as otherwise provided in Item 42B, Sec. 1
Street: **11450 34065** (Address)
City: **NEY INDUSTRIAL PARK (860) 242-2281**
State: **CT** (State)
Origin: **BLOOMFIELD, CT** (Origin)
Destination: **32 Celerity Wagon** (Destination)
Zip Code: **06002 USA** (Zip Code)

No.	Shipping Unit	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
1	1410	pallet w/ 100 (1000) (1000-100)	90 lbs		
1	1410	pallet w/ 100 (1000) (1000-100)	120 lbs		
1	1410	pallet w/ 100 (1000) (1000-100)	180 lbs		
			390 lbs		

BILL TO: **DELPHI CISCO 34065**
DELPHI CISCO 34065
32 CELERITY WAGON
EL PASO, TX 79906

SHIPMENT: **3**
SUBJECT TO SECTION 7 of the conditions, if the shipment is to be
SKD LSE CTN DRM BUN ☐ SWAC ☐ PREPARED - Check box if Charges are to be collected
CRG BSKT RCK TOTE ☐ SL & C ☒ COLLECT
SWS-OF CTN SWS-STC CTN
SHIPMENT: **3**
SHIPMENT: **3**
SHIPMENT: **3**

SHIPPER: **DERINGER NEY INC**
CARRIER: **CTII**
DATE: **7/5/05**

Stamp / Sign Here

Pro Number

010-129998-1

Firm Delphi
By m mulo
Shipment received in good order
Pieces Received 30 BX
Driver Jim Date 07/11/05
Arrive Time 8AM Depart Time 9AM

Additional Delivery Services Requested

☐ Inside Delivery \$70.00 ☐ Sort - Segregate \$90.00 ☐ Driver Delay \$75.00
☐ Residential Delivery \$50.00 ☐ Liftgate \$90.00 ☐ Redelivery \$50.00

By signing below, Consignee acknowledges that additional delivery service was performed and agrees to pay any and all additional delivery service fees at the rate(s) listed above.

Customer Signature _____ Date _____

Internal Use Only
And Type of Container _____
Part # _____
Qty. of Pcs Affected _____

Desc. _____
Skids _____
Date _____ Log# _____

As is to certify that the below-named materials are properly classified, described, packaged, marked and labeled, and are proper condition for transportation according to the applicable regulations of the Department of Transportation.

This Shipping Order must be legibly filled in, in ink, in Indelible Pencil, or in Carbon, and retained by the Agent

Shipper No. **1431**

Carrier No. **715105**

Date **7/5/05**

CENTRAL TRANSPORT

(Name of Carrier)

(SCAC)

To: Consignee **MORPHIC-CMILITARY CROSS DOCK** FROM: Shipper **DERINGER-NEY INC.**
On Collect on Delivery shipments, the letters "COD" must appear before consignee's name or as otherwise provided in Item 430, Sec. 1
Street **11650 34065** Street **NEY INDUSTRIAL PARK (860) 242-2281**
Destination **32 COUNTRY WAREHOUSE** Code **TX 79904** Origin **BLOOMFIELD, CT** Zip Code **06002 USA**

No. Shipping Units	* HM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Weight (Subject to Correction)	RATE	CHARGES
1		pallet wiper ASM (M302) (MSL-101)	80 lbs		
1		pallet wiper ASM (M302) (MSL-101)	120 lbs		
1		pallet wiper ASM (M302) (MSL-101)	180 lbs		
3			380 lbs		

BILL THIRD PARTY:
DELPHI C (34065)
c/o DATA 2 LOGISTICS
P.O. BOX 9115
NORWOOD, MA 02062-9115

CLASS 70

REMIT C.O.D. ADD **010-129998-1**
spe ship **010-129998-1**
S **010-129998-1**
C.O.D. FEE: PREPAID ☐ COLLECT ☒
Subject to Section 7 of the conditions, if this shipment is to be
3 SKD LSE CTN DRM BUN ☐ SWAC
CRTS BSKT RCK TOTE ☐ SL & C
SWS-OF CTN SWS-STC CTN
TOTAL CHARGES: \$
FREIGHT CHARGES
T. PREPAID ☐ Check Box if Charges are to be ☒ COLLECT

RECEIVED, subject to the classifications and tariffs in effect on the date of the of contents of packages unknown), marked, consigned, and destined as indicated in possession of the property under the contract agrees to carry to its usual place mutually agreed as to each carrier of air or any of said property overall or any port, be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIPPER **DERINGER-NEY INC.** CARRIER **PS (3 PIES) 2**
PER **PS (3 PIES) 2**
*Mark with "X" to designate Hazardous Material as defined in Title 49 of the Code of Federal Regulations.

Central Transport Delivery Receipt

